RECORDATION REQUESTED BY:

Bank of Homewood 2034 Ridge Road Homewood, IL 60430 96843493

WHEN RECORDED MAIL TO:

GLFB INC Credit Administration AO. Box 1483 Flore wood, IL 60430-0483 DEPT-01 RECORDING

\$75 5/

.T#0014 TRAN 9442 11/05/96 09:34:00

\$9777 1 JW #-96-843493

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

2550

This Modification of Mortgage prepared by:

COLLEEN HOLETZKY KENTLE SERVICES H.

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 1996, RETWEEN HOMEWOOD RESTAURANT LTD PARTNERSHIP BY HOMEWOOD RESTAURANT CURP, GEN. PARTNER (referred to below as "Grantor"), whose address is 18225 DIXIE HIGHWAY, HOMEWOOD, IL 60430; and Bank of Homewood (referred to below as "Lender"), whose address is 2034 Ridge Road, Homewood, IL 60430.

MORTGAGE. Grantor and Lender have entered into a mortgage outed August 22, 1994 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED 09-28-1994 IN THE COOK COUNTY RECORDERS OFFICE AS DOCUMENT #94-842769

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

LOTS 2, 3 AND 4 IN THE RESUBDIVISION OF LOT 6 IN THE COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 18225 DIXIE HIGHWAY, HCME VOOD, IL 60430. The Real Property tax identification number is 29-31-409-010, 037, & 038.

MDDIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

MATURITY DATE OF MORTGAGE IS EXTENDED UNTIL RELEASE OF MORTGAGE HAS BEEN RECORDED.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

09-01-1996 Loan No 918-20679

#### MODIFICATION OF MORTGAGE (Continued)

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. **GRANTOR:** HOMEWOOD RESTAURANT LTD PARTNERSHIP BY HOMEWOOD RESTAURANT CORP. GEN. PARTNER LENDER: Bank of Homewood CORPORATE ACKNOWLEDGMENT ILLINOIS STATE OF COOK COUNTY OF On this 1st day of September, 19 96, before me, the undersigned Notary Public, personally appeared BRUCE A. PETERSON, PRESIDENT OF HOMEWOOD RESTAUPANT LTD PARTNERSHIP BY HOMEWOOD RESTAURANT CORP, GEN. PARTNER, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Mikilification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation. Residing at Homewood, Notary Public in and for the State of Illinois OTTICIAL SEAL MARCARET PALM My commission expires HISTARY II. C. STATE OF BLUNCIS MY III. III. VII XPIRES 6/12/98

- 09-0T-1996 Loan No 918-20679

## · MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

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pefore me, the undersigned Notary Public, personally lown to me to be the <u>Vice President</u> hin and foregoing instrument and acknowledged sald e said Lender, duly authorized by the Lender through its therein mentioned, and on oath stated that he or she is affixed is the corporate seal of said Lender.
Residing at Homewood, IL
Summing SEAL"
MARGARET PALM  MARGAR
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Punju Clary's Orgina

Property of Cook County Clerk's Office

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